METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 143

Approving Bid Documents and authorizing issuance of a Request for Bids for Temporary Industrial Labor Services for the purpose of provision of temporary industrial labor for janitorial and light industrial work at Memorial Coliseum and Civic Stadium for one year beginning September 15, 1991.

The Metropolitan Exposition-Recreation Commission finds:

- 1. That light industrial temporary labor utilization has been economically advantageous to the operation of the Memorial Coliseum and Civic Stadium under the management tenure of the MERC and ERC.
- 2. That it has been determined that provision of these temporary labor services are subject to the formal bidding policy as established by MERC Resolution.
- 3. That the Commission desires to continue to utilize temporary labor for janitorial and light industrial labor work at the Memorial Coliseum and Civic Stadium.
- 4. That the Commission wishes to issue a Request for Bids for solicitation of these services from a Temporary Employment Service.
- 5. That \$500,000 is budgeted in the 1991/92 fiscal year budget for provision of janitorial and light industrial temporary labor services.

BE IT THEREFORE RESOLVED:

- 1. That the Metropolitan Exposition-Recreation Commission approves the Request for Bids, bids due August 20, 1991, for solicitation of the services of a Temporary Employment Service to provide janitorial and light industrial labor for utilization at the Memorial Coliseum and Civic Stadium as scheduled and directed by staff.
- 2. That the Commission authorizes the Purchasing Coordinator to release and advertise said Request for Bids pursuant the Commission's Purchasing Policies and Procedures.

Passed by the Commission on August 7, 1991.

Chairman

Secretary/Treasurer

APPROVED AS TO FORM:

Metro General Counsel

Metropolitan Exposition-Recreation Commission

P.O. Box 2746 • Portland, Oregon 97208 • 503/731-7800 • Fax #731-7870 • 777 NE Martin Luther King Jr. Blvd.

MEMORANDUM

August 2, 1991

Metropolitan Exposition-Recreation Commission Month Hunter 8/2/91

From: Mark Hunter, Asst. t/t Gen. Manager

Subject: Request for Bids for Temporary Industrial Labor

for Memorial Coliseum and Civic Stadium

Attached for your review is an RFB for soliciting a Temporary Employment Agency to provide Temporary Laborers to perform "light industrial" and "janitorial" work at the Coliseum and Stadium. This RFB is patterned after the previous RFP for administrative temporary services, but is restricting award to one agency in order to take advantage of volume discounts and consistency of laborers.

The Coliseum and Stadium have consistently utilized temporary labor to offset higher labor expenditures for industrial and janitorial needs.

Staff is asking for Commission approval of the RFB to be issued immediately.

REQUEST FOR BIDS

FOR

TEMPORARY PERSONNEL SERVICES
Request for Bid No. 91-03

BIDS DUE: 3:00pm August 20, 1991

The Metropolitan Exposition-Recreation Commission (MERC) is soliciting sealed written bids for the purpose of providing temporary personnel services described in these specifications.

Bids will be received until the hour of 3:00pm, Pacific Daylight Savings Time, August 20, 1991, at the Holladay Offices, 777 NE Martin Luther King Blvd., Portland, Oregon 97232 (or mailed to P. O. Box 2746, Portland, Oregon 97208), at which time and address the names of the proposers submitting bids will be read publicly. Bids received after the deadline will not be considered and will be returned unopened.

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Questions regarding this RFB should be referred to Freda Walker at (503) 731-7839.

INSTRUCTIONS TO PROPOSERS

BIDS, IN ORDER TO RECEIVE CONSIDERATION, MUST BE MADE IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS, GENERAL TERMS AND CONDITIONS.

SECTION 1 - OVERVIEW

1.1 Overview of the Metropolitan Exposition-Recreation Commission

The MERC manages the Civic Stadium, Memorial Coliseum, Oregon Convention Center and the Portland Center For The Performing Arts.

The MERC requires temporary industrial personnel services on an as-needed basis. Services required include provision of Temporary Labor Personnel for performance of "light industrial tasks" including, but not limited to general cleaning, set-ups and tear-downs of events which entails manual moving of tables, chairs flooring sections, hockey dasher sections, etc. and minor maintenance assistance such as assisting staff in functions such as painting and repair work. These services will be utilized at the Memorial Coliseum and Civic Stadium only and will be required on an as needed basis to be dictated by advanced scheduling. Services will be required during any shift on any day, however, most Coliseum labor utilization will take place from midnight to 8:00 a.m. during any given number of consecutive or non-consecutive days from the months of October through May. Civic Stadium labor utilization normally will occur during daytime hours during the months of February through November. The number of Temporary Laborers generally scheduled for any given shift will normally vary from one through thirty.

The MERC anticipates entering into a nonexclusive contract with one qualified temporary agency for the purpose of assuring the consistency of labor provided and allowing for the maximum possible volume rate. The contractor agrees to supply temporary labor personnel to meet MERC's requirements during the term of the contract (1 Year), at the rate or rates accepted by the MERC as a result of the bidding process. The MERC's requirements for temporary industrial labor cannot be predetermined, and therefore, the MERC does not guarantee any minimum or maximum amount or the duration of services, and further reserves the right to use temporary labor from other agencies at its option for any and all services as the MERC may deem necessary, including industrial labor. During the fiscal year of 1990 through 1991, the MERC expended approximately \$415,000 for temporary industrial labor.

The MERC requests bids in the form of hourly rates to be billed to the MERC from qualified and experienced temporary labor agencies to meet the requirements for provision of Temporary Industrial Laborers. Agencies must meet or exceed the conditions delineated in the Scope of Services Section of the RFB, and must quote hourly charges. The lowest hourly rate will be the determining factor in for potential acceptance of a bid providing that the bidder had complied with all requirements of this specification.

Bidders will be required to meet with Mark Hunter of MERC Staff to obtain an overview of the intended labor utilization and any particulars relating to scheduling and accessibility. This meeting will take place in the form of a "Site Visitation" five working days following the issuance of this Bid Specification.

SECTION 2 - GENERAL REQUIREMENTS

2.1 Request for Bids (RFB)

The MERC requests bids for temporary personnel services.

This RFB sets forth the minimum requirements that all bids shall meet. Failure to submit bids in accordance with this RFB shall render the bid unresponsive. All communications pertaining to the RFB should be directed to MERC, Purchasing Section, P.O. Box 2746, Portland, Oregon 97208; Attention: Freda Walker, Purchasing Coordinator.

2.2 Changes to RFB

The MERC has the right to modify, revise or cancel this RFB. Changes shall be made by written addendum and issued to all prospective proposers listed on the MERC's proposer list for this RFB.

2.3 Bid Format and Content

Bids should be clear and concise and address all topics in this RFB. The MERC shall not be liable for any expense incurred in the preparation of bids. Bids must conform to the following format:

Part 1 - Bid Form - Cost

The Bid Forms contained in § 6 of this RFB (Forms 6.1 - 6.3) must be completed and included in Part I of the Bid. On Form 6.1 proposers must quote maximum hourly rates for the personnel category listed in § 4. Proposer must also state any additional cost to the MERC. The MERC will not pay any cost that is not clearly stated in the bid. Prices quoted may not be increased during the term of the contract.

Proposers should indicate whether there is any firm policy regarding "hiring away" by the MERC of assigned temporary personnel and length of employment criteria if applicable.

Part 2 - Responsibility

Proposer shall clearly identify its role and qualifications. Proposer shall provide an overview of its organization, its size and experience, major clients and references, areas of expertise, and other matters that proposer feels would assist the MERC in the evaluation process.

Part 3 - Oualifications of Personnel

Proposer shall be capable of providing personnel with skills in the classification listed in the Scope of Services, § 4. Proposer shall address its ability to provide qualified personnel. Proposer should describe the minimum qualifications of personnel who will be assigned to work at the MERC in the following capacity:

Industrial Laborer

Proposer should outline the screening procedure that it will use to determine qualifications of personnel.

2.4 Submission of Bids

Three (3) copies of the bid along with a cover letter must be received at the following location no later than 3:00pm, Pacific Daylight Savings Time, August 20, 1991:

MERC Freda Walker

Holladay Offices

777 NE Martin Luther King Blvd.

Portland, Oregon 97232

or mailed to:

MERC

Freda Walker P.O. Box 2746

Portland, Oregon 97208

BIDS RECEIVED AFTER THE DEADLINE WILL <u>NOT</u> BE CONSIDERED AND WILL BE RETURNED UNOPENED.

To ensure proper identification and handling, mark the bid "RFB 91-03" on the lower left hand portion of the envelope.

2.5 Cancellation/Rejection of Bids

The MERC reserves the right to cancel this RFB at any time without liability prior to execution of the contract by the MERC and to reject any and all bids in the best interest of the MERC.

2.6 Billing Procedures

Billing procedures and content shall be subject to review by the MERC.

2.7 Validity Period and Authority

Bids shall be considered valid for a period of sixty (60) days and shall contain a statement to that effect. The bid shall contain the name, title, address and telephone number of an individual or individuals with authority to bind any company contacted during the period in which the bid will be evaluated.

2.8 Non-Discrimination

The proposer shall not discriminate against any employee or applicant for employment because of race, color, religion, gender or national origin. The proposer will take affirmative action to assure that applicants are hired and that employees are treated with out regard to race, color, religion, gender or national origin. Such action shall include, but not limited to, the following:

Employment upgrading; demotion or transfer; recruitment or recruitment advertising; lay offs or termination; compensation; selection for training.

2.9 DBE/WBE Compliance Requirements

The MERC is committed to provide maximum opportunities to State of Oregon certified Disadvantaged Business Enterprises (DBEs) and Women Owned Business Enterprises (WBEs) in contracting activities. In the procurement of any sub-consultants and subcontracting required for the requested services, the proposer must either meet or exceed the specific goal for the DBE and WBE participation, or prove they have made good faith efforts to meet the goal prior to the time bids are due. The MERC's goals for this contract are: subcontracting seven-percent (7%) of the contract amount to Disadvantaged Businesses and five-percent (5%) of the contract amount to Women Owned Businesses, as that term is defined in the MERC's Disadvantaged Business Program as contained in the MERC's purchasing policies.

A sub-consultant is any person or firm proposed to work for the MERC or for the contractor directly under this agreement. The MERC prohibits any sub-consultant selection to be finalized prior to contract award. For any task or portion of a task to be undertaken by a sub-consultant, the prime proposer shall not sign up a sub-consultant on an exclusive basis. The producer must assume responsibility for any sub-consultant work and be responsible for the day-to-day direction and internal management of the producer's efforts.

The MERC reserves the right, at all times during the period of this agreement, to monitor compliance with the terms of this paragraph and the MERC's Disadvantaged Business Program.

A proposer's failure to comply with all the requirements of the MERC's Disadvantaged and Women Owned Business Program will constitute a non-responsive bid and will not be considered. Failure on the part of the successful proposer to carry out the applicable provisions of the program shall constitute a breach of contract, and, after notification by the MERC, may result in termination or such other remedy as the MERC deems appropriate.

In addition, Proposer shall, consistent with Oregon law and policies adopted by the MERC, pursue a policy of providing first opportunity for available jobs to economically disadvantaged residents living in economically distressed neighborhoods in the immediate vicinity of the Oregon Convention Center and Memorial Coliseum.

2.10 First Opportunity Target Area Designation

Proposer shall comply, to the maximum extent possible, with the goal of providing the target area the first opportunity for available jobs to economically disadvantaged residents living in economically distressed neighborhoods in the immediate vicinity of the Oregon Convention Center/Memorial Coliseum site. Proposer must also cooperate, to the maximum extent possible, with local job training and economic development agencies to identify, solicit, assist and, if necessary, train such persons to qualify for and receive employment with Proposer. Proposer must document and report to the MERC every six months on the implementation of these requirements.

Target Area Boundary and Designation:

North Boundary:

East Boundary: South Boundary:

West Boundary:

Columbia Boulevard

42nd Avenue

Banfield Freeway, I-84

Chatauqua Avenue to Willamette Boulevard to include Columbia Villa by designation follow the [Portsmouth and Willis]; Willamette River and Greeley Avenue by Fremont Bridge to Albina Community and Northwest Target Area boundaries, but continue south along Willamette River to I-5 and I-84. (A map of the target area is

available upon request.)

Target Area Definitions:

First Opportunity:

The proposer shall conduct and aggressive advertising and outreach program intended to inform economically disadvantaged residents in the target area of job opportunities. When an applicant pool is identified, economically disadvantaged residents of the target area will be considered first. If a qualified applicant is identified, that applicant will be appointed. If no qualified applicants are identified from the target area, individuals outside the target area will be considered for open positions.

Qualified Applicants:

Applicants who meet the proposer's minimum requirements for education, experience, and skills or who are able to meet these requirements within a reasonable time period (as negotiated with the proposer) with training provided either by the proposer or by a provider.

Economically Disadvantaged:

A resident of the target area who is unemployed and/or whose immediate income is less than the median income in the target area. This definition includes an annualization of income; current income if employed and previous twelve months if unemployed.

Bids shall contain a statement confirming the proposer's commitment to afford first employment opportunity to residents of the target area.

SECTION 3 - EVALUATION OF BIDS

3.1 Evaluation Procedures

An evaluation committee shall determine which bids are within the competitive range in accordance with the evaluation criteria set forth below at 3.2 <u>Evaluation Criteria</u>. Only those bids determined to be within the competitive range will be considered for award.

In the event the committee requires additional information, the committee may submit to proposers additional questions regarding the bids. Proposers should be prepared to respond either in writing or by oral interview as required by the committee.

When evaluations have been completed, proposers may be requested to submit Best and Final Offers. The committee shall evaluate the Best and Final Offers in accordance with the evaluation criteria set forth below at Section 3.2, and select bids for contract award. The committee shall make a recommendation for contract awards to the MERC. The MERC reserves the right to award the contract upon review of submitted written bids.

The MERC reserves the right to determine any bid outside the competitive range. The MERC also reserves the right to cancel this solicitation, without liability, at any time prior to contract execution.

3.2 Evaluation Criteria

The evaluation will be based on a numerical rating system, according to the following weighing of factors:

- 1. Demonstrated experience and qualifications of agencies and agency staff for satisfactory performance of the required services, including dispatching, scheduling and personnel service. (Refer to § 6)
- 2. Proposer's demonstrated performance on services performed for the MERC, other public agencies and private industry for similar services in terms of overall quality of work, including references. (25 points maximum)
- 3. Cost. (50 points maximum)

SECTION 4 - SCOPE OF SERVICES

4.1 Scope

Proposer must be able to supply the MERC with capable people, able to work as "light industrial laborers."

4.2 Experience

Temporary employees supplied to the MERC for industrial work shall have had experience and other related janitorial physical labor.

4.3 On-Call Requirements

Proposer must be able to provide a minimum of three (3) people to the MERC, within one (1) hour of the request.

4.4 <u>Term</u>

The term of the contract shall be for one (1) year from the date of execution on August 30. 1991.

SECTION 5 - TEMPORARY PERSONNEL SERVICES AGREEMENT

THIS CONTRACT is entered into by and between the Metropolitan Exposition-Recreation Commission (hereinafter referred to as "the MERC"), and _______, (hereinafter referred to as "Contractor").

IN CONSIDERATION of the mutual promises and terms and conditions set forth hereafter, the parties agree as follows:

1. Term

The term of this contract shall commence on execution of this contract and end on August 30, 1992 unless sooner terminated under the provisions hereof.

2. Contract Documents

The terms, conditions, covenants and provisions of the MERC's RFB and Contractor's Proposal are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein. Any conflict or discrepancy between any document herein incorporated by reference shall be resolved in accordance with the order of precedence hereinafter enumerated:

First:

This Contract and mutually agreed upon modifications

Second:

The MERC' RFB

Third:

Contractor's Proposal

The Contract documents as above described constitute the entire agreement between the parties with respect to the services to be provided supersedes all prior negotiations, representations or agreements.

3. Contractor Identification

Contractor shall furnish to the MERC its social security number or employer identification number as designated by the Internal Revenue Service.

4. <u>Compensation</u>

The MERC agrees to pay Contractor for the services described in the Contract document. Payment for the services actually performed shall be made within 30 days after the MERC's receipt of Contractor's approved invoice in accordance with the agreed upon rates set forth in the Contract documents. Invoices must be sent directly to the MERC's Accounts Payable Department, P. O. Box 2746, Portland, Oregon 97208. All invoices shall be submitted

in triplicate (one copy marked "original") and must contain reference to the contract number and a summary report containing: a breakdown of each prior billing, and the amount presently billed.

5. Contractor is Independent Contractor

- A. Contractor shall be an independent contractor for all purposes and shall be entitled to no other compensation other than the compensation provided for under Paragraph 4 of this Contract.
- B. Contractor acknowledges responsibility for liability arising out of its performance of this Contract and shall hold the MERC harmless from and indemnify the MERC for any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting directly or indirectly from the Contractor's negligent acts or omissions. The MERC may require Contractor to provide proof of insurance in an amount not less than the MERC's maximum liability under the Oregon Tort Claims Act, to assure indemnification.
- C. No person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half for all overtime.

6. Termination

Convenience

- A. The MERC may terminate this Contract, in whole or in part, at any time by 30 days written notice to the Contractor. Contractor shall be paid for work performed up to the time of termination.
- B. Contractor shall submit its termination claim within 30 days of the effective date of termination. The claim must itemize the cost of and expenses for work performed up to the time of termination.

Default

A. The MERC may terminate this Contract for default by Contractor. Contractor is in default if it has materially breached this Contract and has not remedied the breach within three (3) days of Contractor's actual knowledge of the breach, or within such period as stated in MERC's written notice of the breach to Contractor. Material breach includes, but is not limited to, Contractor's failure to provide services within four (4) hours of request by the MERC's staff or failure to pay temporary personnel assigned to the MERC on time. The parties agree that the MERC shall retain the exclusive right to determine whether any action or failure of Contractor constitutes a material breach hereunder, and any such determination shall be conclusive and shall be binding upon the parties hereto.

B. The parties agree that the MERC shall retain the exclusive right to demand performance which is in all ways satisfactory to it, and that the MERC shall retain the exclusive right to determine whether performance is or is not satisfactory. In the event Contractor's performance hereunder is deemed unsatisfactory, the MERC shall have the right to terminate this agreement and all rights and obligations hereunder.

7. Workers' Compensation Coverage

Contractor certifies that Contractor has qualified for State of Oregon Workers' Compensation coverage for all Contractor's employees, either as a direct responsibility employer as provided by ORS 656.407 or as a contributing employer. Contractor agrees to maintain workers' compensation insurance coverage for the duration of this agreement. Failure to maintain workers' compensation insurance coverage at all times during the term of this agreement shall be cause for immediate termination of this agreement.

In addition to any liability insurance certifications required by the Contract, the Contractor shall provided to the MERC within 10 days after contract award a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes issued by an insurance company satisfactory to the MERC. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without sixty (60) days advance written notice to the MERC.

8. Subletting or Assigning of Contracts

Contractor agrees that it shall not assign, sell, transfer or sublet its rights or delegate its responsibilities under this Contract in whole or in part without written consent of the MERC.

9. Law of Oregon

This Contract shall be governed by the laws of the State of Oregon. The Contract provisions required by ORS Chapter 279 to be included in public contracts are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein.

10. Discrimination Prohibited

In performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, religion, sex or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Disadvantaged Business Program

- A. Contractor agrees to follow the policies and rules set out in the MERC's Request for Proposals regarding Disadvantaged Business Enterprises and Women-Owned Business Enterprises for any and all subcontracts as they may relate to this Contract. The MERC's Disadvantaged Business Program by this reference is hereby fully incorporated as if fully set forth herein.
- B. Contractor agrees to follow the MERC's target area first opportunity hiring policy which by this reference is hereby fully incorporated as if fully set forth herein.
- C. Contractor shall provide reports on its compliance with the Disadvantaged Business Program and Target Area First Opportunity Hiring Policy every six months.
- D. The MERC reserves the right, at all times during the period of this Agreement, to monitor compliance with the terms of the Disadvantaged Business Program, Target Area First Opportunity Hiring Policy and this Agreement.

12. Notices

11.

Notices by the Contractor to the MERC regarding this agreement shall be made in writing to the Metropolitan Exposition-Recreation Commission in care of the Purchasing Coordinator, P. O. Box 2746, Portland, Oregon 97208.

Notices by the MERC to the Contractor hereunder shall be sent to

13. Requirements Contract

This is a requirements contract. Contractor shall provide services as necessary to meet the MERC's requirements. The estimates shown on the Proposal Form are estimates of the MERC's annual requirements. The MERC does not warrant that it will require any particular level of services from Contractor, and the MERC is not obligated to purchase services of the type covered by this Contract exclusively from Contractor.

15. Modification

Any modification of the provisions of this Contract shall be reduced to writing and signed by the parties.

CONTRACTOR:	METROPOLITAN EXPOSITION- RECREATION COMMISSION:
Name	Chair
Ву	
Title	Secretary-Treasurer
Social Security or Federal ID No.	
APPROVED AS TO FORM:	
Metropolitan Exposition- Recreation Commission General Counsel	

SECTION 6 - PROPOSAL FORM No. 1 of 3 FRB No. 91-03

6.1 Statement of	Oualifications and (<u>Quotes</u>	
Name of Proposer_			
Address			
1. Is there any reas	on why you cannot	do business in Oregon?	
2. How many years	s has your organizat	ion been in business?	
3. Is your business Oregon as a MB	certified by the Exe E, WBE or DBE? _	ecutive Department of the State	of
4. Attach narrative	addressing topics or	utlined in Section 2.3.	
The proposer agrees following classificat following proposed	ion, as defined in Se	aray personnel with skills as recection 4 Scope of Services of the	quired for the his RFB, at the
Classification	Proposed Rate	Valid Through (Date	es)
Industrial Laborer	\$/Hr.		Marina and a second
	\$/Hr.		

SECTION 6 - BID FORM No. 2 Of 3 RFB No. 91-03

5.2	References	
l.	Company Name _	
	Contact	
	Address	
	City/State/Zip	
	Telephone	
•	Company Name	
4.	Company Name _ Contact	
	•	
-	Telephone	
3.	Company Name _	
	Contact	
•	Address	
	City/State/Zip	
	Telephone	
4.	Company Name _	
	Contact	
	Address	
	City/State/Zip	

SECTION 6 - PROPOSAL FORM No. 3 of 3 RFP No. 91-03

6.3 Signature Requirement

SIGNATURE FOR SOLE PROPRIETORSHIP

•	,	
Name of Company	•	
Address		Signature of Individual
City/State/Zip		Telephone
SIGNATUE	RE OF P	ARTNERSHIP
Name of Partnership	•	Names of Partners (1
Address		(2)
City/State/Zip	•	(3)
Telephone		Signature of One Partner
SIGNATUR	E OF C	ORPORATION
Name of Corporation	•	Name of Local Representative
State of Incorporation		Mailing Address
Signature of Corporation Officer/Agent	•	City/State/Zip
CON	NTACT I	PERSON
Please print	-	Telephone